

The 5th February, 1968

**No. 896/Project(4)/1172/67/IV.**—Whereas the President of India is satisfied that the land specified below is needed by the Government, at the public expense, for a public purpose, namely, for installing Kilm Opposite R. D. 1,03,613 to 1,04,200 of Parallel Dehli Branch in village Naraina tehsil Panipat, district Karnal, it is hereby declared that the land described in the specification below is required for the above purpose.

This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Land Acquisition Officer P.W.D. B. & R. Ambala, is directed to take order for the said land.

In view of the urgency of the acquisition, the President of India in exercise of the powers under section 17(1) of the said Act, is further pleased to direct that the Land Acquisition Officer, P. W. D., B. & R. Ambala, shall proceed to take possession out of the land herein specified any waste or arable land in accordance therewith.

Plans of the land may be inspected in the offices of the Land Acquisition Officer, P. W. D., B. & R., Ambala, and the Executive Engineer, Construction Division, No. 3, Panipat.

#### SPECIFICATION

District	Tehsil	Village/ Hadbast No.	Area in acres	Boundaries
Karnal	Panipat	Naraina 74	8.0	A plot of land comprising of killa Nos. 59/12, 59/9, 59/13, 59/8, 59/3, 59/14, 59/7 and 59/4 opposite R. D. 1,03,613 to 104,200 of parallel Delhi Branch in village Naraina, tehsil Panipat, district Karnal, as demarcated at site and shown on the plan.

By order of the President of India,

**B. S. BANSAL,**

Chief Engineer  
Irrigation Projects, Haryana.  
Chandigarh.

#### LABOUR DEPARTMENT

The 5th February, 1968

**No. 1257-Lab-67 1097.**—In supersession of Haryana Government Notification No. 6463-3Lab-67 27237, dated the 30th September, 1967, and in exercise of the powers conferred by sub-section (i) of section 8 of the Factories Act, 1948 (Act No. 63 of 1948) and all others powers enabling him in this behalf, the President of India is pleased to appoint the following officers of the Labour Department to be Inspectors for the purposes of the said Act, within the local limits specified against each:—

Serial No.	Designation of the Officers	Local Limits
1.	Deputy Labour Commissioner, Haryana.	Whole of Haryana State
2.	Deputy Chief Inspector of Factories.	Whole of Haryana State
3.	Medical Inspector of Factories	Whole of Haryana State
4.	Labour Inspector of (Headquarters).	Whole of Haryana State

S. No.	Designation of the officers	Local Limits
5.	Labour Officer-cum-Conciliation Officer, Yamunanagar.	District of Ambala and Karnal (except Panipat Tehsil of Karnal District).
6.	Labour Officer-cum-Conciliation Officer, Sonapat	Districts of Rohtak, Jind and Panipat, Tehsil of Karnal District
7.	Labour Officer-cum-Conciliation Officer, Faridabad, Circle I.	Old Faridabad of Rohtak (Local limits of Municipal Committees, Faridabad Township (Local limits of Municipal Committees excluding sides on the road leading from on the road Auto pins to Multiple Engineering Industries and all the factories on both sides of Mathura Road beginning from Holiday INN up to the end of the border of Ballabgarh Tehsil on the South.
8.	Labour Officer cum-Conciliation Officer Faridabad No. II	Rest of Gurgaon District including whole of Palwal Tehsil and Ballabgarh Tehsil (excluding the area of Labour Officer-cum-Conciliation Officer, Circle)
9.	Labour Officer-cum-Conciliation Officer, Bhiwani	District of Hissar and Mohindergarh
10.	Inspector of Factories, Ambala Cantt.	Ambala District
11.	Inspector of Factories, Rohtak	District of Rohtak and Karnal
12.	Inspector of Factories Faridbad	District Gurgaon
13.	Inspector of Factories, Bhiwani	District of Hissar, Jind and Mohindergarh
14.	Labour Inspector, Yamunanagar	Jagadhri Tehsil
15.	Labour Inspector, Ambala	Ambala Tehsil, Naraingarh Tehsil and part of Kharar, Tehsil falling in Haryana
16.	Labour Inspector, Karnal	District of Karnal (except Panipat Tehsil and Jind District
17.	Labour Inspector, Gurgaon	District of Gurgaon (except Ballabgarh and Palwal Tehsil)
18.	Labour Inspector, Bhiwani	Mohindergarh District, Bhiwani Tehsil, of Hissar District and Rohtak Tehsil of Rohtak District
19.	Labour Inspector, Sonapat	Hissar District (except Bhiwani Tehsil)
20.	Labour Inspector, Sonapat	Rohtak District (except Rohtak Tehsil) and Panipat Tehsil of Karnal District
21.	Labour Inspector, Faridabad I	Old Faridabad (local limits of Municipal Committee) Faridabad Township (local limits of Municipal Committee) excluding sides on the road leading from Auto Pins to Multiple Engineering Industries and all the factories on both sides of Mathura Road beginning from Holiday INN up to the end of the border of Ballabgarh Tehsil on the south
22.	Labour Inspector, Faridabad II	Whole of Palwal Tehsil and Ballabgarh Tehsil (excluding the area of Labour Inspector Circle I)

R. I. N. AHOOJA, Secy.

## LABOUR AND EMPLOYMENT DEPARTMENTS

The 29th January 1968

No. 12474-2Lab-67/51.—In exercise of the powers conferred by clause (a) of sub-section (i) of section 5 of the Minimum Wages Act, 1948 (Central Act No. XI of 1948), the President of India is pleased to appoint the committee consisting of the following persons to hold inquiries and advise the Government for fixing minimum rates of wages in respect of employment in Cotton Ginning and Pressing factories in the State of Haryana.

*Government nominee who do not represent any interest*

1. Labour Commissioner, Haryana

Chairman

*Employers Representatives*

- |   |        |
|---|--------|
| 1. Shri Ashwani Kumar c/o M/s Banke Mal-Naranjan Dass, Kalithal ..                                    | Member |
| 2. Shri Ram Sarup Gupta, c/o M/s Ramjas Mal-Talu Ram, Cotton and Oil Mills, Karnal ..                 | Do     |
| 3. Shri Banwari Lal of M/s Harji Ram-Balwant Singh, Cotton Ginning Factory, Sirsa, district Hissar .. | Do     |

*Employees Representatives*

- |  |    |
|--|----|
| 1. Shri Sib Ram, son of Sunder Lal, Engine Driver, c/o Babyal Cotton Factory, Ambala City .. | Do |
| 2. Shri Ram Kishan, son of Shri Munhi R m. Fitter, c/o Babyal Cotton Factory, Ambala City .. | Do |
| 3. Shri Hikam Singh, c/o Nanak Chand Ginning Merchants, Kewal Ganj, Rohtak ..                | Do |

2. The Committee shall make its recommendations to Government within four months of the date of issue of this notification.

3. The headquarters of the Committee shall be at Chandigarh but it can hold meetings at any place in the State of Haryana if and when considered necessary.

R. L. N. AHOOJA, Secy.

**LABOUR DEPARTMENT**

The 31st January, 1968

No. 818-3Lab.-68/2981.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Prakash Metal Industries, Jagadhri.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 1 of 1967

between

The Workmen and the Management of M/s Prakash Metal Industries, Jagadhri.

Present:—

Shri Madhu Sudan Saran Gowshish, for the Workmen.

Shri R. L. Gupta, for the Management.

**AWARD**

Sarvshri Jasmer Singh, 2. Krishan Lal, 3. Kartara Ram, 4. Krishan Lal Thapay, 5. Om Parkash, 6. Sikander Lal, 7. Baru Ram, 8. Mohan Lal, 9. Delay Ram, 10. Inder Jit, 11. Hari Krishan, 12. Mam Raj, 13. Tej Ram, claim that they were in the service of M/s Parkash Metal Industries, Jagadhri and that their services have been wrongly terminated from February, 1967. The case of the management is that out of the claimants named above, Sarvshri Jasmer Singh, along with one Ram Sarup, Krishan Lal and Inderjit along with one Bal Mukand were working as independent contractors for the respondent Company and that claimant Nos. 3 to 9 and 13 were the employees of Krishan Lal claimant while claimant Nos. 11 and 12 were the employees of Inder Jit claimant and so the question of their alleged wrongful termination from services does not arise. This gave rise to an industrial dispute and the Governor of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following disputes to this Court for adjudication.—vide Haryana Government Gazette Notification No. 11-SF-III-Lab.-66/3107, dated 15th December, 1966.

Whether the termination of services of the following workmen was legal, justified, and in order? If not, to what relief/compensation they are entitled?

- (1) Shri Jasmer Singh.
- (2) Krishan Lal.
- (3) Shri Kartara Ram.
- (4) Shri Krishan Lal Thapay.
- (5) Shri Om Parkash.
- (6) Shri Sikander Lal.
- (7) Shri Baru Ram.
- (8) Shri Mohan Lal.
- (9) Shri Delay Ram.
- (10) Shri Inder Jit.
- (11) Shri Hari Krishan.
- (12) Shri Mam Raj.
- (13) Shri Tej Ram.

On receipt of the reference usual notices were issued to the parties in response to which they filed their statements of claim and the rejoinder to the same. Shri Jasmer Singh claimant says that he was employed by the respondent concern in the Niare Section. Sarvshri Krishan Lal, Kartara Ram, Krishan Lal Thapay, Om Parkash, Sikandar Lal, Mohan Lal, Delay Ram, and Tej Ram say that they were employed in the Rolling Section. Sarvshri Inder Jit, Hari Krishan, Mam Raj say that they were employed in the Lathe Section. Shri Baru Ram in the statement of claim has not stated in which section he was employed. All the claimants allege that their services have been wrongly terminated with effect from February, 1966. It is alleged that neither the factory nor the section in which they were working has been closed down. No chargesheet was given to them. Hence the termination of their services was illegal and unjustified. It is, therefore, prayed that they may be reinstated with continuity of service and full back wages.

On behalf of the management a preliminary objection has been raised that the order of reference is an out-come of individual complaints of the persons mentioned in the order of reference whereas the reference postulates a dispute between the workmen as a class and the management of M/s Parkash Metal Industries, Jagadhri. It is alleged that the cause of the workmen was

not espoused by any workmen of the establishment at any stage and as such the order of reference in the present form was not an industrial dispute and this Court has no jurisdiction to adjudicate upon it. As regards the merits, it is pleaded that the claimants were either independent contractors or their employees and there was no relationship of master and servant between the management and the claimants and as such they could not raise any dispute nor the Haryana Government could refer the matter for adjudication and for this reason also this Court has no jurisdiction to proceed with the matter.

From the pleading of the parties my learned predecessor Shri Hans Raj Gupta framed the following issues:—

- (1) Whether this Court has no jurisdiction to try the present dispute on the grounds alleged in the written statements under the heading preliminary legal objections?
- (2) Whether the claimants mentioned in the order of references are independent contractors or their employees?
- (3) If the issues Nos. 1 and 2 are decided against the management whether the termination of services of the claimants is justified and in order?
- (4) Relief.

#### Issue No. 1.

The allegation of the claimants is that they were the employees of the respondent concern and their services have been wrongly terminated. Under Section 2A of the Industrial Disputes Act, 1947, an individual workman can now raise an industrial dispute if he is aggrieved by reason of his discharge, dismissal, retrenchment from service. The order of reference can not, therefore, be said to be illegal and this Court has jurisdiction to adjudicate upon this dispute.

Under the heading preliminary legal objections, the management has also raised an objection that the claimants are either independent contractors or their employees and there was no relationship of master and servant between the management and the claimants and for this reason also the order of reference was not valid and this Court has no jurisdiction. The question as to whether the claimants were independent contractors or their employees or whether all of them were the employees of the management would be discussed while deciding issue No. 2. Of course, if the claimants were not the employees of the management and they were either independent contractors or their employees then naturally there could be no relationship of master and servant between them and the question of termination of their services could not possibly arise.

#### Issue No. 2.

This is the main issue which requires decisions in this case and both the parties have produced evidence in support of their respective contentions and have addressed lengthy arguments. The learned representative of the management in the course of his arguments raised two main points:—

(1) It is proved by the documentary and oral evidence led by the management that out of the claimants Sarvshri Jasmer Singh, Krishan Lal and Inder Jit executed regular deeds of contract in favour of the management agreeing to work as independent contractors and thus no contract of service ever came into existence between them and the management and that the other claimants were their employees.

(2) That the claimants aforesaid with the help of the other claimants actually worked as independent contractors and the management had no control over the manner in which they perform their work.

I will now examine the evidence produced by the management in order to see if the case of the management as given above is proved.

The management have examined 5 witnesses, namely, Sarvshri D. N. Julka, Bal Mukand, Laxmi Chand, Ram Sarup, Antu Ram and Shri Bal Kirshan, partner of the respondent, concern, has appeared as his own witness. In addition they have relied upon a large number of documents.

Shri D. N. Julka, M.W. 1, is a Labour Inspector. He states that he had prosecuted Sarvshri Nand Kishor Gupta, Bal Mukand and also Krishan Lal and Inder Jit, claimants, because it was found that they were working with the aid of power and had employed more than ten persons but had not got their factory registered separately. The witness says that these persons were working in the premises of the respondent firm but they had been allowed separate portion and that Shri Krishan Lal in his letter Ex. MW 1/2 admitted that he was an independent contractor and not an employee of the respondent firm. The evidence of this witness is not sufficient to prove that Krishan Lal was in fact working as an independent contractor. The Labour Inspector might have challaned Shri Krishan Lal claimant under a misapprehension that he was an independent contractor and the management might have obtained on admission of his guilt but as has rightly been pointed out by the learned representative of the claimants, we have to see the real relationship which existed between the parties and not merely look to the documents. The witness has absolutely no knowledge as to what was the real status of Shri Krishan Lal that is whether he was an independent contractor or an employee like the other workmen.

Shri Laxmi Chand who is supposed to have been employed as a munim by the so called independent contractor has also appeared on behalf of the management. He says that he maintained the various registers of the contractors who used to make payment to him. He says that he is working in number of factories and had brought the necessary records summoned from him which he keeps in his office. The witness has proved the attendance register Ex. M.W. 3/1 and the register of monthly payments, Ex. M.W. 3/2 which he used to maintain on behalf of the claimant Shri Krishan Lal. The witness says that the register Ex. M.W. 3/2 bears the verification of the Inspector at Ex. M.W. 3/3 and he used to get these registers checked. According to the evidence of this witness he also used to work for Jasmer Singh, Inderjit, claimants and Bal Mukand, M.W. 2 and has proved the attendance register Ex. M.W. 3/4 which he maintained for the workers employed by Shri Inder Jit and Bal Mukand as also the register for the payment of wages marked Ex. M.W. 3/5. The registers which Shri Jasmer Singh, claimant, was supposed to be maintaining as a Contractor are marked Ex. M.W. 3/6 and 3/7. The witness says that he also used to prepare the bills regarding the work done by the Contractors. Surprisingly enough the record which this witness used to maintain on behalf of the so called contractor is still in his possession. The witness explains that his employers never demanded the records from him.

Shri Bal Mukand M.W./2 a Co-contractor of Inderjit claimant has appeared as M.W./2 and he also supports the case of the management. He says that he had worked as a contractor in the respondent firm for about 5 years and that Shri Inderjit claimant was his partner. The witness has proved the deed of contract Ex. M.W. 2/1 which were executed by him. The witness says that for the purpose of doing the work they used to employ workers and that the attendance register of their workers was maintained by one Shri Laxmi Chand Munim to whom they used to pay Rs. 4 per mensem. He says that Hari Krishan and Mam Raj claimants were employed by him.

Shri Ram Sarup and Antu Ram are supposed to be the employees of the claimant Jasmer Singh. They have appeared as M.W./4 and M.W./5. Both of them say that they were working under Jasmer Singh who used to make payments, and the respondent firm never made any payment to them.

Shri Bal Krishan Manager and partner of the respondent firm has appeared as M.W./6. He has proved the various agreements which were executed by the contractors. The witness says that Krishan Lal claimant executed an agreement Ex. M.W. 6/1, dated 4th October, 1966 with the respondent firm under which he agreed to work as an independent contractor and he was once prosecuted under the Factories Act by the Labour Inspector and that he was called as a witness in that case. The witness says that Krishan Lal used to present his work bills every month and they used to make payments to him accordingly. The witness has also proved the agreement Ex. M.W. 2/1 which the claimant Inderjit along with Bal Mukand executed in favour of the management. The witness says that payments to these persons was made weekly on the basis of the bills submitted by them and that Ex. M.W. 6/3 is one of such bills. The agreement which Shri Jasmer Singh along with Ram Sarup is supposed to have executed has also been proved and it is marked Ex. M.W. 6/4. The witness says that the payments to these persons used to be made on presentation of their bills and Ex. M.W. 6/5 is one of such bills. The respondent firm has been depositing Provident Fund Contribution in respect of the persons employed by their so called contractors. The witness has explained that as principle employers it was their duty to deposit provident fund contribution on behalf of the employees employed by the contractors and that the contractors used to supply to them the details of the reduction which had to be made from their employee. The witness has proved the two statements marked Ex. M.W. 6/6 and M.W. 6/7 which were submitted by the claimant Shri Krishan Lal showing the details of the contribution of provident fund of the employees. The witness has also proved the declaration form Ex. M.W. 6/8, M.W. 6/9, M.W. 6/10 which were supplied by the claimants Shri Inderjit, Jasmer Singh and their partner Bal Mukand. According to the evidence of this witness they never employed any supervisor to supervise the work of their contractors or the persons employed by them. The witness says that they had no right of supervision or control over the work of their contractors and they never paid any bonus to the persons employed by the contractor nor they ever claim any bonus from them, because they knew that they were not entitled to claim any bonus. The witness says that the management never granted leave to the persons employed by the Contractors and that Shri Laxmi Chand Munim was also an employee of the

Contractor and only an Almirah and a table had been provided to him by the management otherwise he had no concern with them.

This is all the evidence produced by the management and it may be stated at the very outset that so far as the documents are concerned the management have tried to make out a fool proof case to show that the claimants were either independent contractors or the persons employed by them and as such there could be no relationship of master and servant between the management and the claimants, but a careful scrutiny of the evidence of the witnesses mentioned above would show that all the document bills, vouchers, etc. which the management had got executed was nothing but commouffage to hide the real relationship of master and servants which existed between them and the claimants. The learned representative of both the parties are agreed that in order to constitute the relation of master and servant the master should not only provide work to the servant and make the payment to him but he should also have a right to control and supervise the manner in which the servant performs his duties while in the case of an independent contractor, the employer has no such right. If the evidence produced by the management is examined carefully in order to determine whether as a matter of fact the management did or did not exercise control and supervision regarding the manner in which the work was done, we find that there is no evidence worth the name to prove that the claimants Sarvshri Jasmer Singh, Krishan Lal and Inderjit actually worked as independent contractors.

The evidence of Shri Mukand Lal the so called contractor and Sarvshri Ram Sarup and Antu Ram the so called employees of Jasmer Singh claimant is absolutely silent on the question of control and supervision regarding the manner of working.

It appears to me that these witnesses are repeating a prepared story and in fact they have no knowledge what so ever as to how the work was actually managed. Under the law, deduction from the wages of the workmen have to be made on account of Provident Fund and Employees State Insurance Scheme. The witnesses have absolutely no idea of the details of these deductions and Shri Mukand Lal the so called independent contractor does not even know whether they submitted any returns under the E.S.I. Scheme. The witness simply says that the Munim used to take his signatures on some documents every other day and he is not even in a position to say what type of these documents were. He also admits that these documents are still in the possession of the Munim. If the documents in question really belonged to the contractors then they would have kept them in their own possession and if the documents were kept in a separate Almirah provided by the management in their own office for the purpose of convenience the contractors would have taken away these documents at least when they stopped working for the respondent but we find it was not done and the respondent continued to retain possession or control over these documents. The witnesses also admit that the material, machines, place, power etc. all belonged to the respondent concern and they only charged for their labour according to the work done by them. The evidence of Ram Sarup and Antu Ram is no better. They only say, that they used to receive the payment from

Jasmer Singh and not from the respondent firm. Both of them are illiterate. Shri Ram Sarup admits that he even does not know the contents of the documents on which his thumb impression used to be taken or the condition if any regarding his employment.

These admissions give a true insight of the real relationship which existed between the so-called independent contractors and the management. It is clear that the claimants being mostly illiterate and needy workmen they willingly affixed their thumb impression or signatures on any document on which the management required them to do so that they may continue to remain in the employment and earn wages to make their both ends meet.

We now come to the evidence of Sh. Laxmi Choudhary. This witness also does not say any thing about supervision and control regarding the manner in which the work was actually carried on. He is a parrot-like repeats that Krishan Lal etc. were contractors of the respondent firm and he used to maintain their registers and prepare bills etc. He admits that the old record of the contractor is still in his possession. It appears that this witness is in fact an employee of the respondent concern. He admits that he used to visit the office of the Employees State Insurance scheme and place indent for the supply of the stationery on behalf of the respondent concern. He admits that he used to fill up the challan and deposit the contribution on behalf of the employees as well as the employers on behalf of the respondent firm and that he did not even take the permission of the employers before producing the records belonging to them and summoned by the Court at the instance of the management. It appears that this witness was employed simply for the purpose of preparing the bills etc and take the firm funds to thumb impressions of the workmen so that in case of necessity it can be shown that they were independent contractor and not employees.

A review of the evidence of Sh. Bal Krishan Singh, Director and Partner of the respondent concern, his evidence too is not satisfactory. He is the head of the respondent concern and was in best position to let the Court know as to how exactly the work of the respondent concern is carried on. Admittedly the respondent concern also employ persons who work under their supervision and control. It was incumbent on this witness to enlighten the Court as to what was the difference in the nature of work done by them and the so-called contractors and in what manner the contractors were independent of the supervision and control. In my opinion the contract deeds and other documents which the respondent concern was getting from the claimants from time to time were nothing but commoufflage and in fact no difference was brought out regarding the manner in which the direct employees performed their duties and the manner in which the so-called independent contractors and their employees did the work.

The learned representative of the management admitted that there is absolutely no reason as to why the terms of the deeds of contract executed by Sarda Hari Singh, Krishan Lal and Inder Jai Singh are not enforceable. It is submitted that it is not possible to place any reliance on the evidence of the management that the management used to take the thumb impressions or signatures on blank papers before the deeds as it is impossible to believe that the workmen who have the support

of well organised unions would tamely and without protest sign or thumb mark blank papers and not even bring to the notice of the office bearers of the unions this unfair practice on the part of the management. It is submitted that no complaint was ever made to the police or the authorities of the Labour Department that the management was indulging in any unfair labour practice and if the claimants really considered themselves to be the direct employees of the respondent firm and not independent contractors or their employees they would not have remained quiet for so long and would have taken steps to enforce their rights much earlier. It is submitted that a heavy burden lay on the claimants to prove that the deeds of contracts were not legally enforceable because their validity has not been attached on any of the grounds allowed by law such as coercion, undue influence, fraud, mis-representation or mistakes etc. It is submitted that these deeds of contract were entered into by persons who were of sound mind, had attained the age of majority and with their free consent and therefore, there is no reason as to why these agreements should not be enforced.

There is no force in any of these submissions either. The learned representative of the management forgets that claimants are not attacking the deeds of contract on any of the legal grounds. Their only submission is that these deeds of contract are merely commoufflage and papers transactions and in order to determine whether the relationship of master and servant actually existed between the parties, all that is to be seen is whether the management exercised control or supervision regarding the manner of work by the claimants. It has already been pointed out that the management has not produced any satisfactory evidence on this point. The claimants have led evidence to prove that they were working as ordinary workmen and their work was supervised by the management. There is no reason to dis-believe the evidence produced by the claimants. All that can be said against the claimants is that they have been submitting to the tyranny of the management for much too long and did not take any step to enforce their rights or an omission on their part to complain to the authorities concerned about the unfair labour practice in which the respondent firm was indulging can not change the real nature of the relationship of master and servant which actually existed between them. After carefully considering all the evidence produced by the parties, I am of the opinion that it is satisfactorily established that the claimants were just ordinary employees of the management.

Issue No. 3

In view of my decision on issue No. 2 it must be held that the termination of the services of the claimant was not justified and in order because being the employees, their service could not be terminated without giving them any charge-sheet or an opportunity to show cause why their services be not terminated. I therefore, hold that the termination of the services of the claimant is not justified and they are entitled to be reinstated with full back wages.

Dated the 19th January, 1968.

P. N. THUKRAL  
Presiding Officer,  
Labour Court, Rohtak.

No. 129, dated the 22nd January, 1968.

Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,  
Presiding Officer,  
Labour Court, Rohtak,  
R. I. N. AHOOJA, Secy.

This award is submitted to the Secretary to Government, Haryana, Labour and Employment

### AGRICULTURE DEPARTMENT

#### (FORESTS)

The 1st February, 1968

**No. 544-Agri.-VII-68/3093.**—Whereas it appears to the President of India that land is likely to be acquired by the Government at public expense for a public purpose, namely for forest plantation and other anti-soil erosion measures at Bhoj, Kothi, H.B. No. 323, tahsil Naraingarh, district Ambala. Now, therefore, it is hereby notified that the land in the locality described below is likely to be required for the above purpose.

This notification is made under the provisions of Section 4 of Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the President of India is pleased to authorise the officers/officials for the time being engaged in the undertaking with their servants and workmen to enter upon and survey the said land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of any land in the locality may within thirty days of the publication of this notification file an objection in writing before the Collector, Ambala.

#### SPECIFICATION

Name of Bhoj	H.B. No.	Tehsil	District	Area in Acres			
				Total Area	Cultivated area	Un-measured area	Area to be acquired
Kothi	323	Naraingarh	Ambala	Acres 1,409	Acres 246	Acres 1,163	Acres 1,163

S. K. CHHIBBER, Secy.